

**WESTFIELD WASHINGTON PUBLIC LIBRARY BOARD OF TRUSTEES  
REGULAR MEETING MINUTES  
MEETING ROOM A OR VIA ZOOM  
AUGUST 14, 2024**

**1. CALL TO ORDER.**

The meeting was called to order at 7:00 PM by President Nancy Knochel. Those in attendance were: Amber Van Den Berg, Jodi Dubovich, Jill Doyle and Justin Wiley. Absent were: Lee Ann Roeder and Patrick Downey. Also present were: WWPL Director Sheryl Sollars, Scott Senefeld of Veridus, Erin Downey, WPL Foundation Director, and WWPL Assistant Director Sara Perry.

**2. MOTION FOR APPROVAL OF THE JULY 10, 2024 REGULAR BOARD MEETING MINUTES.**

Amber made a motion to approve the July 10, 2024 regular board meeting minutes on pages 3-5. Justin seconded the motion. The motion was approved unanimously.

**3. TREASURER'S REPORT.**

a. Justin read the treasurer's report. The total of all banks was \$3,812,515.32.

**b. Receipts:**

Receipt #184 for \$68,203.17 is the July LIT.

Receipt #185 for \$1,000.00 is the July rent from Rivet.

Receipt #186 for \$290,000.00 is the transfer of the 2021 GO bond rebate to the Construction Fund.

Receipt #188 for \$1,309.40 is the WW Township reimbursement.

Receipt #208 for \$2436.56 is the reimbursement for the old copiers.

Receipt #214 for \$1,000.00 is the August Rivet rent.

Receipt #175 for \$10,811.83 is the interest from the Construction Fund. Going forward this will be put in the Operating Fund. The Construction Fund is now spent. We are now spending from the proceeds of the old library building.

**c. Vouchers.**

Claim #491 for \$290,000.00 is the transfer of funds from the 2021 GO Bond rebate.

Claim #488 for \$460,652.84 is to GM Development.

Claim #489 for \$440,432.83 is to GM Development. It should be the last payment.

Claim #555 for \$5,030.15 is the July payment to Veridus for professional services.

Claim #556 for \$2,041.54 is the August payment to Veridus for professional services.

**d. Motion to pay bills.**

Jill made a motion to pay the bills in the amount of \$1,375,274.58. Jodi seconded the motion. The motion was approved unanimously.

**4. UNFINISHED BUSINESS.**

**a. WWPL New Library Project.**

1) Veridus Update.

i) Still working on contract items until the 11<sup>th</sup> month.

ii) Working on issues with the HVAC. The heating and cooling were running at the same time causing large gas and electric bills. The problem is being addressed.

iii) Smaller punch list items will be addressed next week.

iv) Landscape plots will be checked and dead items replaced at the 11<sup>th</sup> month. Sheryl and Jamie have Bright View to take of the lawn mowing and watering. The city is bidding out landscaping and mowing and we are included in the contract.

2) WWT/WWPL – Amended & Restated Interlocal Government Agreement.

i) The amended agreement with the Township just needs signatures.

3) Declaration of Covenants, Conditions and Restrictions for WWT Library & Trustee Owners Association and Exhibits.

Sheryl signed off and the Township now owns their building and just pays for the ground underneath.

**b. Library Board President's Report --** Nancy thanked Erin and the Foundation for all that they are doing.

**c. Westfield Library Foundation Report.**

- 1) Pickleball has been cancelled for lack of participants. Only 11 teams signed up; last year there were 42.
- 2) The Maker Space dedication to Annie Gotwald on August 3<sup>rd</sup> was a success. Sara and Eli are working on a schedule for the space.
- 3) The Foundation is allocating funds to increase the Spanish collection. Anuar Velasquez, Foundation Board member, is helping to recommend books.
- 4) The former train table netted \$450 in the raffle.
- 5) A gift for an art wall was received by Michael and Karen Heaton. A policy was established and a committee will decide which local artists to showcase for a month at a time. The art will start to be displayed January 1<sup>st</sup>.

**d. Director's Report.**

- 1) Statistics in July were up over past years.
- 2) Building Report.
  - a) Besides the HVAC problem mentioned above we still have some floor outlets that are not working.
  - b) The video wall is now working it was an HDM cable that was not working.
  - c) Sheryl has a meeting scheduled with krM about doing something with the stairs.
  - d) Sheryl is talking to krM about blinds in the upper windows of the program room.
  - e) Extra money will be used for furniture and signage.
- 3) Staff changes.
  - a) Paula Bell, Shared Program Director, has resigned her current position, she is taking the office manager position for the Township. It was decided to hire a part-time employee who will manage just the outside programming not the library's programming.
  - b) Eli is interviewing for an assistant for the Makerspace.
  - c) An administrative assistant to Jamie, Sheryl and Erin starts September 5<sup>th</sup>. Her name is Megan McCourt.
  - d) Two circulation assistants gave notice and 2 new assistants have been hired.
  - e) The circulation area acoustics (too loud) need to be addressed. KrM will be consulted about the situation.

**e. 2025 Budget.**

- 1) The draft budget is complete. Sheryl budgeted a 5% increase for staff. Increases will be based on merit. She also increased the budget for maintenance and utilities and is factoring in money for new costs.
- 2) The Public Hearing will take place 7:00 PM on August 28, 2024. Mike will be here to explain the budget.
- 3) 2025 Budget Adoption will take place September 11, 2024 at 7:00 PM.
- 4) The 3 year growth appeal -- the city council needs to approve the appeal. Consideration of the approval should take place at the 1<sup>st</sup> or 2<sup>nd</sup> meeting in September.

**f. Policies and Procedures Updates.**

- 1) Room Reservation Policy Approval.

Sheryl added the fees to the policy. Non-profits are free. For profits are charged by the hour based on which room they reserve. All reservations require a \$50 deposit. Amber made a motion to approve the Room Reservation Policy on pages 115-116. Jodi seconded the motion. The motion was approved unanimously.
- 2) Disaster Plan Approval.

It is the same plan as before but updated. The maps still need to be added. Jodi made a motion to approve the Disaster Plan as shown on pages 117-139. Jill seconded the motion. The motion was approved unanimously.

**g. 2022-2023 Audit Update.**

Testing areas were finished July 30<sup>th</sup>. Now the file goes through an internal review. There was only one area of concern which Sheryl has taken care of.

**5. NEW BUSINESS.**

**a. Hamilton County – Dolly Parton Imagination Library.**

Many questions came up that need to be answered, both by the library and county-wide, before any decisions are made. Hancock County has this service and has been invited to talk to Hamilton County about it. Meetings are still being scheduled concerning this service.

**b. Other.**


Sheryl is applying for a grant for an AED. The grant would provide \$1,300.00 towards the purchase.

**6. AUDIENCE TO THE PUBLIC – none.**

**7. ADJOURNMENT.**

The meeting was adjourned 7:46 PM.

Respectfully submitted,

  
Nancy Knoche, President

  
Jodi Dubovich, Secretary

smr

## **AMENDED & RESTATED INTERLOCAL GOVERNMENT AGREEMENT**

THIS AMENDED & RESTATED INTERLOCAL GOVERNMENT AGREEMENT (this “**Agreement**”) is entered into between Westfield Washington Public Library, a library and municipal corporation organized and existing under the laws of the State of Indiana, (the “**Library**”) and Westfield Washington Township, Hamilton County, Indiana, a township organized and operating under the laws of the State of Indiana, (the “**Township**” and with the Library collectively, the “**Participating Entities**” and each, a “**Participating Entity**”) to be effective as of [MONTH] [DAY], 2024 (the “**Effective Date**”). All capitalized terms not defined herein shall have the meaning assigned to such terms in the Original Agreement (as hereinafter defined).

**WHEREAS**, the Participating Entities entered into a certain Interlocal Government Agreement, dated November 17, 2022, attached hereto as Exhibit A, (the “**Original Agreement**”) whereby the Participating Entities participated in the development of certain real estate, located at 17400 Westfield Boulevard Westfield, IN 46074, (the “**Real Estate**”) to be used as offices for the Township and the Library (the “**Project**”); and

**WHEREAS**, the Participating Entities desire to amend and restate the Original Agreement in its entirety;

**NOW, THEREFORE**, in consideration of the mutual covenants, terms and conditions set forth herein, the Participating Entities hereby amend and restated the Original Agreement in its entirety as follows:

**Section 1.**     **Purpose.** The purpose of this Agreement is to acknowledge the mechanism under which the Project will move forward, inclusive of the required statutory contents pursuant to Indiana Code § 36-1-7, *et seq.* This Agreement will also provide an outline of assumptions regarding the design and construction of the Project, as well as provide a framework for future agreements necessary to memorialize the operations of the Project after completion of construction of the Project. This Agreement shall be administered by a two-person committee comprised of the Library’s Director and the Township’s Trustee, each in consultation with their relative governing bodies, consultants, and legal counsel.

**Section 2.**     **Funding.**

(a) In accordance with the Original Agreement, the Library acquired the Real Estate and submitted the Real Estate as a Horizontal Property Regime under Ind. Code § 32-35, *et seq.* pursuant to the Declaration (as hereinafter defined). Pursuant to Section 4 and as soon as reasonably practical, the Library shall transfer ownership of Unit B (as hereinafter defined) to the Township in exchange for Three Hundred Thousand Dollars (\$300,000.00) to be paid by the Township to the Library.

(b) In accordance with the Original Agreement, the Library has contributed an amount up to Twenty Million Two Hundred Seventy-Five Thousand Dollars (\$20,275,000.00) to pay for the overall development of the Project.

(c) In accordance with the Original Agreement, the Township has contributed an amount up to Five Million Two Hundred Thousand Dollars (\$5,200,000.00) to pay of the overall development of the Project.

**Section 3. Design.**

(a) In accordance with the Original Agreement, the Township and the Library have previously worked with consultants to develop the design for the Project (the “**Design**”) and worked with GM Development Companies LLC, an Indiana limited liability company, to deliver the Project.

(b) The Township and the Library each certify that the Design of the Project is sufficient for the purposes in which the Project was developed.

**Section 4. Ownership of the Project.** The Library has executed and recorded a certain Declaration of Covenants, Conditions, and Restrictions, dated [MONTH] [DAY], 2024, (the “**Declaration**”) whereby the Real Estate has been declared as a Horizontal Property Regime under Ind. Code § 32-35, *et seq.* Pursuant to the Declaration, the Real Estate consists of Unit A, Unit B (Unit A and Unit B collectively, the “**Condominium Units**” and each, a “**Condominium Unit**”), Area C, and Common Area. As soon as reasonably practical, the Library shall transfer ownership of Unit B to the Township. The Declaration governs certain rights and obligations of the Participating Entities not otherwise included within this Agreement.

**Section 5. Utilities Not Separately Metered.** The Declaration provides that the costs for the utilities located upon the Real Estate that are not separately metered to a specific Condominium Unit (the “**Shared Utilities**”) shall be held in the name of the Library and shall be governed pursuant to this Agreement. Costs and expenses associated with the Shared Utilities, including maintenance and repairs, shall be as follows:

(a) Water and sewage utilities shall be assessed and paid by the Participating Entities according to a ratio of the fixtures utilizing the Shared Utilities located within each Participating Entity’s Condominium Unit over the total fixtures utilizing the Shared Utilities located within all Condominium Units.

(b) Natural gas utilities and heating, ventilation, and air conditioning systems maintenance and repair costs shall be assessed and paid by each Participating Entity according to a ratio of the per cubic feet of heated space within each Participating Entity’s Condominium Unit over the total cubic fee of heated spaced located within all Condominium Units.

(c) Electrical utilities shall be assessed and paid by the Participating Entities in accordance with the following percentages:

(i) The Library: Eighty-Four and 77/100 Percent (84.77%)

- (ii) The Township: Fifteen and 23/100 Percent (15.23%)

**Section 6. Public Records.**

(a) The Township and the Library shall develop a process for coordinated and mutually agreed responses to public records requests and for issuance of press releases with respect to the Project.

(b) The Township and the Library shall each identify in writing the person designated to respond to public records requests of the Township and the Library relating to the Project, respectively.

(c) Upon receipt by:

(i) the Township of a proper request for a public record or records relating to the Project, the Township shall immediately respond that it had received the request and will provide a further response by a date certain; and

(ii) the Library of a proper request for a public record or records relating to the Project, the Library shall immediately respond that it had received the request and will provide a further response by a date certain.

(d) Upon the occurrence of an event specified under Section 6(c), the Township or the Library, as appropriate, shall immediately consult with the other Participating Entity to determine whether: (i) the requested public record exists; and (ii) the public record is: (A) not disclosable under Ind. Code § 5-14-3-4(a); (B) in the discretion of the entity receiving the request, not disclosable under Ind. Code § 5-14-3-4(b); or (C) a public record that must be disclosed.

**Section 7. Duration.** This Agreement shall be in full force and effect as of the Effective Date and shall remain in full force and effect unless otherwise extended, amended, or terminated.

**Section 8. Amendment.** This Agreement may be amended upon authorization of the legislative bodies of each of the Participating Entities.

**Section 9. Termination.** This Agreement may be terminated upon authorization of: (i) the Board of Trustees of the Library; and (ii) the Westfield Washington Township Board.

**Section 10. Severability.** If any term or provision of this Agreement is declared to be invalid, null, void, or unenforceable, the remaining provision shall not be affected and shall have full force and effect.

**Section 11. Notices.** Any notice or documentation required to be submitted by the Participating Entities shall be submitted to the following address:

If to the Library: Westfield Washington Public Library  
c/o Sheryl Sollars  
17400 Westfield Boulevard  
Unit A  
Westfield, IN 46074  
ssollars@wwpl.lib.in.us

With a copy to: Church Church Hittle + Antrim  
c/o Eric M. Douthit, Esq.  
2 North 9th Street  
Noblesville, IN 46060  
edouthit@cchalaw.com

If to the Township: Westfield Washington Township,  
Hamilton County, Indiana  
c/o Jamie Goetz Mills  
17400 Westfield Boulevard  
Unit B  
Westfield, IN 46074  
jamie@wwtownship.us

With a copy to: Clark, Quinn, Moses, Scott & Grahn, LLP  
c/o Russell L. Brown, Esq.  
320 North Meridian Street  
Suite 1100  
Indianapolis, IN 46204  
rbrown@clarkquinnlaw.com


**Section 12. Authorization.** This Agreement has been duly authorized by the legislative bodies of each of the Participating Entities by the passage of a substantially similar resolution approving this Agreement. This Agreement shall constitute the entire Agreement between the Participating with respect to the subject matter herein, and there are no terms, statements, obligations, representations, oral or otherwise, of any nature whatsoever. This Agreement may be executed in counterparts.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Participating Entities have executed this Agreement to be effective as of the Effective Date.

**WESTFIELD WASHINGTON PUBLIC LIBRARY:**

  
\_\_\_\_\_  
Nancy Knochel  
*President of the Board*

  
\_\_\_\_\_  
Jodi Dubovich  
*Secretary of the Board*

**WESTFIELD WASHINGTON TOWNSHIP, HAMILTON COUNTY, INDIANA:**

  
\_\_\_\_\_  
Jim Ake  
*President of the Board*

  
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Erica Strahm  
*Secretary of the Board*



**WESTFIELD WASHINGTON PUBLIC LIBRARY BOARD OF TRUSTEES  
PUBLIC HEARING ON THE 2025 BUDGET  
AUGUST 28, 2024**

**1. CALL TO ORDER.**

The meeting was called to order at 7:00 PM by President Nancy Knochel. Those in attendance were: Jill Doyle, Patrick Downey, Justin Wiley and Jodi Dubovich. Absent were: Amber Van Den Berg and Lee Ann Roeder. Director Sheryl Sollars and Mike Reuter, consultant, were also present.

**2. MIKE REUTER PRESENTATION – 2025 FISCAL PLAN AND 2025 BUDGET.**

- 1) Mike presented the board with a revised financial plan with the updated revenue income. He went into detail about property tax rates, actual and projected assessed valuation and actual and projected non-farm personal income.
- 2) He stated that the budget looks great for 2025.
- 3) He mentioned that we might have to have a binding review next year. He also commented it would be nice to have a letter of support from the Westfield mayor.

**3. PUBLIC HEARING FOR 2025 WESTFIELD WASHINGTON PUBLIC LIBRARY BUDGET.**

- 1) President Nancy Knochel opened the Public Hearing at 7:54 PM.
- 2) There were no comments from the public.
- 3) President Nancy Knochel closed the Public Hearing at 7:55 PM.

**4. DISCUSSION OF THE WWPL BOARD – none**

**5. 2025 BUDGET ADOPTION**

The budget adoption will take place at the September 11, 2024 board meeting

**6. ADJOURNMENT.**

The meeting was adjourned at 7:57.

Respectfully submitted,

  
\_\_\_\_\_  
Nancy Knochel, President

  
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Jodi Dubovich, Secretary